

BID OPENING

CITY OF SAN JOSE

OFFICE OF THE CITY CLERK

RECEIVED

San Jose City Clerk

2010 MAR 25 P 2:56

City Clerk

Time Stamp

TOTAL BASE BID 2,838,698

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, March 25, 2010

Project Manager: Ricardo Morales ~ 277.8149

2010 PROP 1B STREET RESURFACING PROJECT

BIDDER NAME: TOP GRADE CONSTRUCTION

Bond ☒ Cashier's Check _____

Addendums Included () 1, 2, 3, 4

Non-Collusion Affidavit

YES ☒ NO _____

YES ☒ NO _____

PROPOSAL

TO THE CITY OF SAN JOSE

FOR

2010 PROP 1B STREET RESURFACING PROJECT

Name of Bidder: Top Grade Construction, Inc.

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Transportation on February 11, 2010, entitled 2010 PROP 1B STREET RESURFACING PROJECT and the Specifications approved by the Director of Transportation on February 11, 2010 entitled 2010 PROP 1B STREET RESURFACING PROJECT on file in the office of the Director of Transportation of the City of San Jose at 1404 Mabury Road, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Transportation, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Transportation, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Transportation as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on page(s) 1A and 1B.

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are

partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

**SCHEDULE OF QUANTITIES
FOR
2010 PROP 1B STREET RESURFACING PROJECT**

Item	Description	Unit	Quantity	Unit Price	Extension
1	AC Surface Course - Type A Overlay	TON	11,400	65 ⁰⁰	741,000 ⁰⁰
2	Remove and Replace 6" AC Pavement	SY	29,000	34 ⁴⁰	997,600 ⁰⁰
3	Asphalt Rubber Chip Seal	SY	65,500	5 ⁶⁰	366,800 ⁰⁰
4	Slurry Seal (Type II)	SY	65,500	1 ⁵²	99,560 ⁰⁰
5	Remove and Replace PCC Curb and Gutters - (Revocable)	LF	4,000	38 ⁵⁰	154,000 ⁰⁰
6	Gutter Cut (6 feet)	LF	53,200	0 ⁹²	48,944 ⁰⁰
7	Conform Cut	SF	18,600	0 ⁷⁶	14,136 ⁰⁰
8	Cold Plane 0.20' (Revocable)	SF	33,200	0 ²⁶	8,632 ⁰⁰
9	Crack Filler (Revocable)	TON	8	5,250 ⁰⁰	42,000 ⁰⁰
10	Pavement Reinforcement Fabric	SY	75,600	1 ⁸³	138,348 ⁰⁰
11	Adjust or Install Monument Box to Grade (Revocable)	EA	91	250 ⁰⁰	22,750 ⁰⁰
12	Adjust Water Valve Box to Grade (Revocable)	EA	40	250 ⁰⁰	10,000 ⁰⁰
13	Adjust Manhole to Grade (Revocable)	EA	227	450 ⁰⁰	102,150 ⁰⁰
14	Inductive loop Replacement Type C (Revocable)	EA	2	850 ⁰⁰	1,700 ⁰⁰
15	Reserve Police Officer for Traffic Control (\$52.00 Min. Per Hour) (Revocable)	HR	150	\$52.00	\$7,800.00
16	Grinding Existing Markings (Revocable)	SF	1,200	3 ⁰⁰	3,600 ⁰⁰
17	Remove Existing Raised Pavement Markers (Revocable)	EA	1,050	1 ⁵⁰	1,575 ⁰⁰
18	Install Type A or AY Raised Pavement Markers (Revocable)	EA	760	4 ¹⁰	3,116 ⁰⁰
19	Install Type B,C,D,G,H or Blue Raised Pavement Marker (Revocable)	EA	298	3 ⁵⁰	1,043 ⁰⁰
20	Thermoplastic: Double yellow stripe (Revocable)	LF	2,200	1 ⁸⁰	3,960 ⁰⁰
21	Thermoplastic: 12" solid yellow stripe (Revocable)	LF	860	3 ³⁰	2,838 ⁰⁰

**SCHEDULE OF QUANTITIES
FOR
2010 PROP 1B STREET RESURFACING PROJECT**

22	Thermoplastic: 12" solid white stripe (Revocable)	LF	1,020	3 ³⁰	3,366 ⁰⁰
23	Thermoplastic: Traffic markings and Legends (Revocable)	SF	1,050	3 ⁶⁰	3,780 ⁰⁰
24	Compensation Adjustment for Price Index Fluctuation for Paving Asphalt (Binder)	CA	1	\$60,000.00	\$60,000.00

TOTAL \$ 2,838,698⁰⁰

NONCOLLUSION AFFIDAVIT

Project Title: 2010 PROP 1B STREET RESURFACING PROJECT

Top Grade Construction, Inc./Robert L. Fisher being first duly sworn, deposes and says
(print name of Company)

that he/she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on March 25, 2010

Top Grade Construction, Inc.

Legal Company Name

California Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

By: 

Title: Robert L. Fisher - Executive V.P.

City Business Lic. No.: 0621631210

Expiration Date: 11/15/10

State Contractor Lic. No.: 592597

Classification: A/B

Expiration Date: 4/30/10

Federal I. D. No.: 94-3108932

Address: 50 Contractors St.,
Livermore, CA 94551

Telephone: 925-449-5764

NOTARY

****See Attached****

On _____ before me, _____, personally
appeared _____ (name and title of officer)

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal, subscribed and sworn to before me.

Signature _____ (Seal)

Notary Public

ACKNOWLEDGMENT

State of California
County of Alameda)

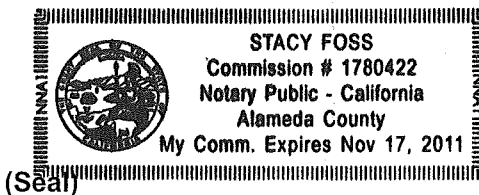
On 3/25/10 before me, Stacy Foss, Notary
(insert name and title of the officer)

personally appeared Robert L. Fisher,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, TOP GRADE CONSTRUCTION, INC as PRINCIPAL, and
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
a corporation duly organized under the laws of the State of CT and duly
licensed to become sole surety on bonds required or authorized by the State of California, as SURETY,
are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of
TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named,
submitted by said Principal to the City of San Jose, for the work described below; for the payment of
which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall
the liability of the Surety hereunder exceed the sum of
~~DOLLARS (\$~~ 10%). Ten Percent of Total Amount Bid

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for
certain construction specifically described as follows, for which bids are to be opened in the Office of the
City Clerk, of the City of San Jose, at City Hall, 200 E. Santa Clara Street, 2nd Floor, Wing, San Jose,
California on March 25, 2010 for 2010 PROP 1B STREET RESURFACING PROJECT.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and
manner required under the specifications, after the prescribed forms are presented to Principal for
signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a
Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies
with the City, all as required by the specifications and the contract or by law, then the obligation shall be
null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and
its bond shall be in no way impaired or affected by any extension of the time within which the Owner
may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety
shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed
by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 23rd

day of March, 2010.

PRINCIPAL

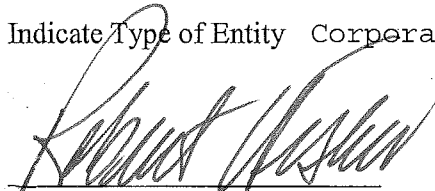
SURETY

TOP GRADE CONSTRUCTION, INC
Legal Company Name

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
One Tower Square, Bond/5PB, Hartford, CT 06183
Legal Company Name

Indicate Type of Entity Corporation

By



Title: Robert L. Fisher
Executive V.P.

By



Title: Jeanette Conley
Attorney-in-Fact

By

Title:

By

Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 221983

Certificate No. 003418834

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael Sheahan, Matthew Kelly, Geoffrey R. Green, Teri L. Koehler, Julia Grimes, and Jeanette Conley

of the City of Fremont, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of January, 2010.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 6th day of January, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

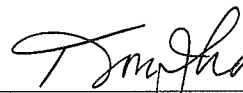
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of March, 2010.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

STATE OF CALIFORNIA

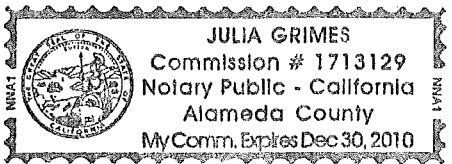
COUNTY OF ALAMEDA

SS.

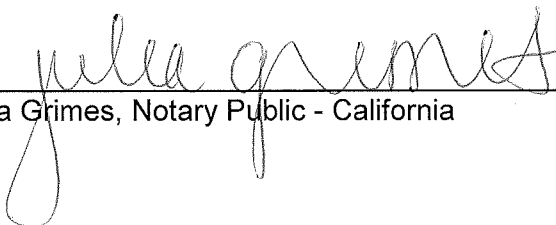
On March 23, 2010, before me, Julia Grimes, Notary Public, personally appeared Jeanette Conley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)


Julia Grimes, Notary Public - California

Description of Attached Document:

TOP GRADE CONSTRUCTION, INC
CITY OF SAN JOSE
2010 Prop 1B Street Resurfacing Project
Bid Bond

ACKNOWLEDGMENT

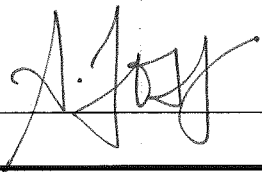
State of California
County of Alameda

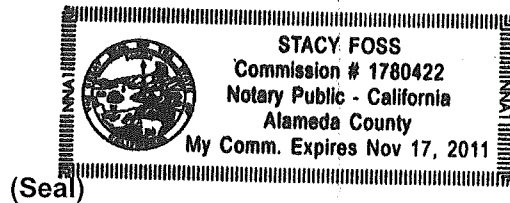
On 3/25/10 before me, Stacy Foss, Notary
(insert name and title of the officer)

personally appeared Robert L. Fisher
who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is ~~/are~~
subscribed to the within instrument and acknowledged to me that he ~~/she/they~~ executed the same in
his ~~/her/their~~ authorized capacity ~~(ies)~~, and that by his ~~/her/their~~ signature ~~(s)~~ on the instrument the
person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

See Attached

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	BUSINESS LOCATION	PORTION OF WORK
UNION CITY CONSTRUCTION	FREMONT	ADJUST UTILITIES
BOND BLACKTOP	UNION CITY	CRACK SEAL
INTERNATIONAL SURFACING SYSTEMS	MODESTO	TYPE 2 SLURRY
TELFER GEOSYNTHETICS	PITTSBURGH	PAVING FABRIC
ROSAS BROTHERS	OAKLAND	CONCRETE
CHRISP CO.	FREMONT	STRIPING/PAVEMENT MARKING
INTERNATIONAL SURFACING SYSTEMS	MODESTO	SAMI-R

STATEMENT OF BIDDER'S EXPERIENCE

PROJECT NAME	AGENCY/ENTITY	CONTRACT AMOUNT
CALIFORNIA STREET IMPROVEMENTS	CITY OF STOCKTON	\$455,705.00
WEST LELAND RD. WIDENING	CITY OF PITTSBURG	\$488,423.00
RESURFACING BUENA VISTA, HARTMAN, MAY SCHOOL & N. LIVERMORE AVE.	COUNTY OF ALAMEDA	\$2,191,465.00
WALNUT CREEK 2009 OVERLAY	CITY OF WALNUT CREEK	\$242,829.00
ARMIJO HIGH SCHOOL - PARKING LOT REPAIRS	FAIRFIELD - SUISUN UNIFIED SCHOOL DISTRICT	\$332,868.00
2008 BACKLOG REDUCTION PROJECT	CITY OF SAN JOSE	\$7,985,708.00
CAPITOL EXPRESSWAY PAVEMENT REHAB	COUNTY OF SANTA CLARA	\$800,874.00
SAN TOMAS AQUINO / SARATOGA CREEK TRAIL IMPROVEMENTS	CITY OF SANTA CLARA	\$407,213.00
CAMPUS ROADS - HELLER DRIVE PAVEMENT REHAB	US SANTA CRUZ	\$729,112.00
ROADWAY INTERSECTION CASTRO VALLEY BLVD / MATTOX RD	COUNTY OF ALAMEDA	\$206,141.00
MORAGA RD PAVEMENT REHAB	TOWN OF MORAGA	\$403,900.00
LOMA VISTA ADULT CENTER	MT. DIABLO UNIFIED SCHOOL DISTRICT	\$169,562.00
SAN RAMON VALLEY BLVD PAVEMENT REHAB	CITY OF SAN RAMON	\$784,144.00
2009 ASPHALT CONCRETE STREET OVERLAY	CITY OF NEWARK	\$1,074,372.00
SYLVAN AVE. RECONSTRUCTION	CITY OF MODESTO	\$1,827,978.30
STP STREET RESURFACE - ROUND 3	CITY OF SAN JOSE	\$9,503,006.00
FITZGERALD DRIVE PAVEMENT REHABILITATION	CITY OF PINOLE	\$1,316,917.00
M.L.K. JR. WAY OVERLAY	CITY OF BERKELEY	\$1,987,600.00
2007 ASPHALT OVERLAY	CITY OF FREMONT	\$3,286,984.50
MT. DIABLO BLVD.	CITY OF LAFAYETTE	\$817,985.50
PAVEMENT REHAB OF VARIOUS STREETS	CITY OF SUNNYVALE	\$1,328,156.80
HAMMER LANE WIDENING PHASE IIIA	CITY OF STOCKTON	\$2,673,836.00
TREAT BLVD. REHAB	CITY OF WALNUT CREEK	\$652,660.00
DUBLIN BLVD / DOUGHERTY ROAD	CITY OF DUBLIN	\$4,196,993.00
REMOVE & REPLACE AC PAVEMENT	CITY OF SAN JOSE	\$1,445,800.00
2008 ASPHALT CONCRETE OVERLAY PROJECT 849	CITY OF NEWARK	\$1,074,372.75
2007 PAVEMENT REHAB - AREA A	CITY OF RICHMOND	\$5,397,778.00
SANTA CLARA STREET TO WATKINS STREET	CALTRANS	\$2,092,985.00
CHERRY STREET RECONSTRUCTION	CITY OF NEWARK	\$457,443.00
RESURFACE VARIOUS ROADWAYS	COUNTY OF ALAMEDA	\$897,897.00
2008 ASPHALT CONCRETE BASE FAILURE	COUNTY OF ALAMEDA	\$911,911.00
WALNUT BLVD. WIDENING	CITY OF BRENTWOOD	\$1,794,794.00
EAST CASTRO VALLEY BLVD.	COUNTY OF ALAMEDA	\$1,854,825.00
ASPHALT CONCRETE BASE FAILURE REPAIR	COUNTY OF ALAMEDA	\$1,597,540.00
SARATOGA SUNNYVALE RD. REHAB	CITY OF SARATOGA	\$518,340.00
DAGGETT ROAD	PORT OF STOCKTON	\$1,873,783.00
STP STREET RESURFACING - ROUND 2	CITY OF SAN JOSE	\$4,893,520.00
2007 RESIDENTIAL OVERLAY	CITY OF WALNUT CREEK	\$1,523,913.80
SENIOR ROAD WIDENING	CITY OF SAN JOSE	\$2,400,000.00
VASCO ACE PARKING LOT	CITY OF LIVERMORE	\$1,447,481.00
NAVY DR. TO MCCLOY SECURITY	PORT OF STOCKTON	\$878,051.00
05-06 PAVEMENT MANAGEMENT	CITY OF SAN RAMON	\$613,892.00
STP STREET RESURFACING - ROUND 1	CITY OF SAN JOSE	\$6,363,363.00
2007 DOWNTOWN ROADWAY RECONSTRUCTION	CITY OF WALNUT CREEK	\$1,079,000.00
HOLMES ST. REHAB / CONCANNON MEDIAN MODS.	CITY OF LIVERMORE	\$1,052,491.00
2006 DOWNTOWN ROADWAY RECONSTRUCTION	CITY OF WALNUT CREEK	\$718,640.00
ALCOSTA BLVD. PAVEMENT REHAB	CITY OF SAN RAMON	\$1,228,626.00
2006 CALIFORNIA BLVD. REHAB	CITY OF WALNUT CREEK	\$652,447.00
2006 RESIDENTIAL OVERLAY	CITY OF WALNUT CREEK	\$844,124.00
FIRST STREET STREETSCAPE	CITY OF LIVERMORE	\$8,292,517.00
OAKLAND RD. WIDENING	CITY OF SAN JOSE	\$2,568,668.00
ISABEL VALLE COTOS RD. REALIGNMENT	CITY OF LIVERMORE	\$1,547,495.00
EL CERRITO HIGH SCHOOL	WCC UNIFIED SCH DIST	\$1,613,100.00
MONTAGUE EXPRESSWAY IMPROVEMENTS	COUNTY OF SANTA CLARA	\$5,798,973.00
IMPROVEMENT OF LINE A	COUNTY OF ALAMEDA	\$773,150.00
STORY RD. WIDENING	CITY OF SAN JOSE	\$1,578,798.00
KING/STORY RD. IMPROVEMENTS	CITY OF SAN JOSE	\$2,057,057.00
LAUREL RD. WIDENING	CITY OF OAKLEY	\$2,734,378.00

February 26, 2010

**ADDENDUM No. 1
For the
2010 PROP 1B STREET RESURFACING PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made to, and incorporated into the Plans and Specifications for the above project.

CHANGES IN PROJECT PLANS & SPECIFICATIONS:

**1- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications,
TECHNICAL SPECIFICATIONS , section 39-1A, page 65, paragraph shall say:**

39-1A ACCEPTANCE TESTING BY THE ENGINEERS - Quality control per Section 39 of the Standard Specification and the specific "S" value requirements for the hot mixed asphalt shall be enforced during paving production, not just during submittal and mix design process. City of San Jose Material Testing Laboratory personnel will sample the hot mixed asphalt on the job site and perform test in their laboratory to ensure the quality meets the requirements specified in the specification. Each sample taken will represent no more than 500 tons of hot mixed asphalt or one day's production, whichever is smaller.

Referee samples will be taken. In the event that asphalt material does not meet these specifications, a mutually agreed third party lab will be utilized as a referee per the Caltrans Quality Control/Quality Assurance Manual for Asphalt Concrete Production and Placement dated June 2002.

SAMI-R shall NOT be installed over the Dig-out area until the lab results of the hot mixed asphalt meets the requirement as specified in the Standard Specification.

INSTRUCTIONS:

The **bidder must sign this addendum** in the space provided below and **return one signed copy with the bid**. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligations to include this addendum to the bid proposal.

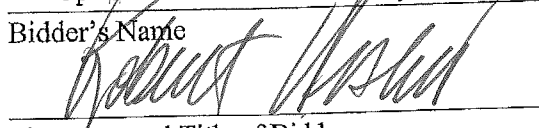
APPROVED BY:



RENE CORDERO
Division Manager

Top Grade Construction, Inc.

Bidder's Name



Signature and Title of Bidder

Robert L. Fisher - Executive V.P.

3/11/10

Date

March 2, 2010

**ADDENDUM No. 2
For the
2010 PROP 1B STREET RESURFACING PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made to, and incorporated into the Plans and Specifications for the above project.

CHANGES IN PROJECT PLANS & SPECIFICATIONS:

1- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, TECHNICAL SPECIFICATIONS, section 39-1, page 64, third paragraph shall say:

Asphalt concrete surface course (overlay) shall be placed in a compacted thickness of 2" (inches) as shown in the estimated quantity table.

2- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, ESTIMATED QUANTITY TABLE, Pages 138 and 139

Replace pages 138 and 139 with the attached Estimated Quantity Table.

INSTRUCTIONS:

The **bidder must sign this addendum** in the space provided below and **return one signed copy with the bid**. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligations to include this addendum to the bid proposal.

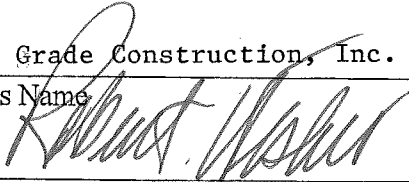
APPROVED BY:



RENE CORDERO
Division Manager

Top Grade Construction, Inc.

Bidder's Name



Signature and Title of Bidder

Robert L. Fisher - Executive V.P.

3/11/10

Date

March 9, 2010

**ADDENDUM No. 3
For the
2010 PROP 1B STREET RESURFACING PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made to, and incorporated into the Plans and Specifications for the above project.

CHANGES IN PROJECT PLANS & SPECIFICATIONS:

- 1- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, TECHNICAL SPECIFICATIONS, SECTION 19-2 GUTTER/WEDGE, CONFORM CUTS AND COLD PLANING AND SECTION 20A. CONSTRUCTION METHODS, pages 58-63.**

Replace SECTION 19. EARTHWORK AND SECTION 20A. CONSTRUCTION METHOD, pages 58-63, with the attached SECTION 19-2 GUTTER / WEDGE, CONFORM CUTS AND COLD PLANING.

- 2- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, SCHEDULE OF QUANTITIES, pages 12-13, 24-25, and 134-135 for Item No 8, Cold plane 0.10' (Revocable)**

Delete Description "Cold Plane 0.10' (Revocable) and Quantity value of 72,500" and Replace with "Cold Plane 0.20' (Revocable) and Quantity value of 33,200"

- 3- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, ESTIMATED QUANTITY TABLE, pages 138-139**

Replace ESTIMATED QUANTITY TABLE, pages 138-139, with the attached ESTIMATED QUANTITY TABLE.

This change supersedes Addendum No 2 item No 2.

4- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, Appendix A,
Construction Details.

Add the attached Fabric limit Detail to Appendix A.

INSTRUCTIONS:

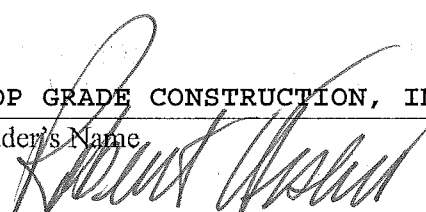
The **bidder must sign this addendum** in the space provided below and **return one signed copy with the bid**. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligations to include this addendum to the bid proposal.

APPROVED BY:


RENE CORDERO
Division Manager

TOP GRADE CONSTRUCTION, INC.

Bidder's Name


Signature and Title of Bidder

Robert L. Fisher - Executive V.P.

3/11/10

Date

March 22, 2010

**ADDENDUM No. 4
For the
2010 PROP 1B STREET RESURFACING PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made to, and incorporated into the Plans and Specifications for the above project.

CHANGES IN PROJECT PLANS & SPECIFICATIONS:

- 1- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, NOTICE TO CONTRACTORS, page 5, FILING OF BIDS paragraph shall say:**

All proposals must be filed with the City Clerk of the City of San Jose, City Hall, 200 E. Santa Clara Street, Wing, 2nd Floor, San Jose, CA 95113, on or before 3:00 p.m. **Thursday, March 25, 2010** as set forth in the specifications. The City Clerk will publicly open and declare the aggregate bid of each bidder, at his/her office at 3:00 p.m.

- 2- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, BIDDER'S BOND, page 15 and 16.**

Replace page 15 and 16 with the attached BIDDER'S BOND.

- 3- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, SCHEDULE OF QUANTITIES, pages 12-13, 24-25, and 134-135.**

Replace pages 12-13, 24-25, and 134-135 with the attached SCHEDULE OF QUANTITIES.

- 4- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, TECHNICAL SPECIFICATIONS, Section 39-4 ASPHALT RUBBER CAPE SEAL, pages 67 - 81.**

Replace Section 39-4 ASPHALT RUBBER CAPE SEAL Pages 67 - 81 with the attached Section 39-4 ASPHALT RUBBER CAPE SEAL.

INSTRUCTIONS:

The **bidder must sign this addendum** in the space provided below and **return one signed copy with the bid**. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligations to include this addendum to the bid proposal.

APPROVED BY:



RENE CORDERO
Division Manager

Top Grade Construction, Inc.

Bidder's Name



Signature and Title of Bidder

Robert L. Fisher - Executive V.P.
3/25/10

Date



Resolution of the Directors of TOP GRADE CONSTRUCTION, INC.

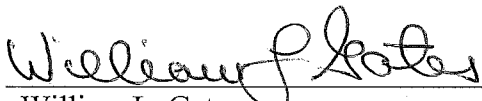
Appointment of Officers

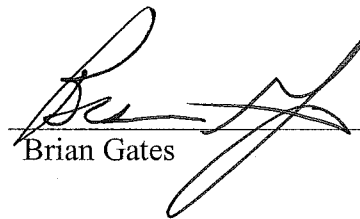
BE IT RESOLVED that the following are hereby appointed officers of the Corporation to hold the office set opposite their names until the next annual meeting of shareholders or until their successors are appointed. Each of the officers listed have the authority to sign all contracts, change orders, bid documents and pre-bid forms, requests and documents as needed.


President/CEO	-	William L. Gates
Executive V.P./Chief Operating Officer	-	Brian Gates
Sr. V.P./CFO/Secretary	-	Scott Blaine
Executive V.P., Chief Estimator	-	Robert L. Fisher
Regional V.P., Private Works	-	John A. Copriviza
President – Materials/ VP, Public Works	-	Frank Williams

The foregoing resolution is hereby consented to by the signatures of all the directors of the Corporation.

DATED February 17, 2010


William L. Gates


Brian Gates


Scott Blaine